

APPENDIX B  
(Pages 1-5 attached)

Exhibit To Standby L/C Application: **TRINITY CHRISTIAN CENTER OF SANTA ANA INC.**  
(Supporting Promissory Note)

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SOUTHERN CALIFORNIA  
INTERNATIONAL OPERATIONS CENTER  
1980 Saturn Street, V01-519  
Monterey Park, California 91755-7417

Irrevocable Standby Letter of  
Credit No. \_\_\_\_\_

Attention: Standby Letter of Credit Section

Date: (Current date)

**BENEFICIARY**

[Insert Name Of Beneficiary]  
[Insert Address]  
[City, State, Zip Code]

**APPLICANT**

[Insert Name Of Applicant]  
[Insert Address]  
[City, State, Zip Code]

Currency                      USD  
Amount                      [amount in figures] [amount in words]  
Available by                Payment at this office.  
Final Expiry Date        \_\_\_\_\_ at the close of business of this office in Monterey Park,  
   California.

Ladies/Gentlemen:

We hereby issue our Irrevocable Standby Letter of Credit ("Letter of Credit") in your favor. This Letter of Credit is available by sight payment with ourselves only against presentation at this office of the following documentation:

1. Your sight draft drawn on us marked: "Drawn under Union Bank of California, N.A., Irrevocable Standby Letter of Credit No. \_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_."
2. A statement purportedly signed by an authorized representative of [Insert Beneficiary's Name] stating:  
"The undersigned being a duly authorized representative or officer of [Insert Beneficiary's Name] hereby represents and warrants that the amount of the accompanying draft represents and covers payment of principal and interest due and owing to [Insert Name] (the "Beneficiary") by [Insert Name] (the "Applicant") because Applicant has defaulted under the Promissory Note dated \_\_\_\_\_, \_\_ in the principal sum of [Insert Amount] (the "Note"), by and between the Beneficiary and the Applicant, and any periods, as provided in said Note, have expired without such default having been remedied or cured."

Partial Drawings are permitted.

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EXHIBIT TO L/C APPLICATION, PAGE 1 OF 5

APPLICANT'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

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The maximum available amount of this Letter of Credit shall automatically reduce from time to time, with the following being the maximum amount(s) available for presentation(s) during the period(s) specified:

PERIOD OF AVAILABILITY		AVAILABLE AMOUNT
FROM	TO	USD
[Insert Issuance Date of L/C]	[Insert Date]	[Insert Amount]
[Insert Date]	[Insert Date]	[Insert Amount]
[Insert Date]	[Insert Date]	[Insert Amount]

Each available amount listed above shall be deemed to be further reduced by the aggregate of all previous drawings under this Letter of Credit.

This Letter of Credit is transferable once in its entirety only up to the then available amount in favor of any nominated transferee ("Transferee"), assuming such Transferee is approved by us and assuming such transfer to such Transferee would be in compliance with then applicable law and regulation, including but not limited to the regulations of the U. S. Department of Treasury and U. S. Department of Commerce. At the time of transfer, the original Letter of Credit and original Amendment(s), if any, must be surrendered to us together with our Letter of Transfer documentation (in the form of Annex A attached hereto), and payment of our transfer commission.

This Letter of Credit sets forth in full the terms of our undertaking, and such terms shall not be modified, amended or amplified by any document, instrument or agreement referred to in this Letter of Credit, in which this Letter of Credit is referred to or to which this Letter of Credit relates.

Except as stated herein, this Letter of Credit is not subject to any condition or qualification and is our individual obligation which is in no way contingent upon reimbursement.

As used herein, a "Business Day" means any day except Saturday, Sunday, or any day on which banks located in the City of Monterey Park, California, are required or authorized to remain closed.

**SPECIAL INSTRUCTIONS:**

The original of this Letter of Credit must be presented together with the above documents in order to endorse the amount of each drawing on the reverse side.

All banking charges under this Letter of Credit are for the account of the Applicant.

APPLICANT'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

Exhibit To Standby L/C Application: **TRINITY CHRISTIAN CENTER OF SANTA ANA INC.**  
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We hereby agree with you that drafts drawn under and in compliance with the terms of this credit will be duly honored upon presentation and delivery to Union Bank of California, N.A., at the address above. Documents are to be sent in one lot by courier service, overnight mail or hand delivery.

This Letter of Credit is subject to the "Uniform Customs and Practice for Documentary Credits (1993 Revision)", International Chamber of Commerce Publication No. 500.

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EXHIBIT TO L/C APPLICATION, PAGE 3 OF 5

APPLICANT'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

Exhibit To Standby L/C Application: **TRINITY CHRISTIAN CENTER OF SANTA ANA INC.**  
(Supporting Promissory Note)

Annex A

Irrevocable Standby Letter of Credit \_\_\_\_\_

Date: \_\_\_\_\_, 199\_\_

**LETTER OF CREDIT TRANSFER INSTRUCTIONS**  
(Page 1 of 2)

Union Bank of California, N.A.  
SOUTHERN CALIFORNIA  
INTERNATIONAL OPERATIONS CENTER  
1980 Saturn Street, V01-519  
Monterey Park, California 91755-7417  
Attention: Standby Letter of Credit Section  
(Tel. No. (213) 720-7957)

Date: \_\_\_\_\_

Re: Union Bank of California, N.A. Irrevocable Standby Letter of Credit No. \_\_\_\_\_, dated  
\_\_\_\_\_."

Ladies and Gentlemen:

For value received, the undersigned beneficiary ("Beneficiary") hereby irrevocably transfers to:

\_\_\_\_\_  
(Name of Transferee)

\_\_\_\_\_  
(Address)

("Transferee") all rights of Beneficiary to draw under the above letter of credit ("Letter of Credit") and Transferee shall have sole rights as beneficiary thereof, including without limitation sole rights relating to any amendments thereto, whether increases or extensions or other amendments and whether now existing or hereafter made. In connection with the foregoing, Beneficiary hereby irrevocably agrees and instructs you (a) that Beneficiary does not retain any right to refuse to allow you to advise to Transferee any amendment to the Letter of Credit, (b) that all future amendments to the Letter of Credit are to be advised directly to Transferee without necessity of any consent of or notice to Beneficiary, and (c) that there will be no substitution of Beneficiary's draft(s) and/or other documents for those presented to you by Transferee.

EXHIBIT TO L/C APPLICATION, PAGE 4 OF 5

APPLICANT'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

Exhibit To Standby L/C Application: **TRINITY CHRISTIAN CENTER OF SANTA ANA INC.**  
(Supporting Promissory Note)

LETTER OF CREDIT TRANSFER INSTRUCTIONS  
(Page 2 of 2)

We enclose herewith the original Letter of Credit (and all original amendments thereto dated on or prior to the date of these Transfer Instructions) and, together with Transferee, request that you transfer the Letter of Credit to Transferee by reissuing the Letter of Credit in favor of the Transferee with provisions consistent with the Letter of Credit.

Enclosed is our \_\_\_\_\_ representing your transfer commission in accordance with our published schedule of charges currently in effect. In addition, we agree to pay to you on demand any expenses that may be incurred in connection with this transfer.

Very truly yours,

\_\_\_\_\_  
(Name of Beneficiary)

\_\_\_\_\_  
(Authorized Signature)

**SIGNATURE AUTHENTICATED**

The above signature with title as stated conforms  
with that on file with us.

\_\_\_\_\_  
(Name of Bank)

\_\_\_\_\_  
(Authorized Signature)

ACKNOWLEDGED AND ACCEPTED this  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Name of Transferee)

\_\_\_\_\_  
(Authorized Signature)

**SIGNATURE AUTHENTICATED**

The above signature with title as stated conforms  
with that on file with us.

\_\_\_\_\_  
(Name of Bank)

\_\_\_\_\_  
(Authorized Signature)

EXHIBIT TO L/C APPLICATION, PAGE 5 OF 5

APPLICANT'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPENDIX C

Names and Addresses for Notices and Other Communications

To Trinity: Paul F. Crouch, President  
Trinity Broadcasting Network  
P. O. Box C-11949  
Santa Ana, California 92711  
Hand Delivery: 2442 Michelle Drive,  
Tustin, California 92780

With copy to: Norman G. Juggert, Esq.  
Juggert & Wayman, P.C.  
Suite 108, 25301 Cabot Road  
Laguna Hills, California 92653

Colby M. May, Esq.  
Law Offices of Colby M. May  
Suite 609  
1000 Thomas Jefferson Street, N.W.  
Washington, D.C. 20007

Howard A. Topel, Esq.  
Fleischman and Walsh, LLP  
1400 16th Street, N.W.  
Washington, D.C. 20036

To NMTV: Ms. Jane Duff, President  
National Minority TV, Inc.  
22156 Tama Drive  
Lake Forest, California 92630

With copy to: Kathryn R. Schmeltzer  
Fisher Wayland Cooper Leader  
& Zaragoza L.L.P.  
Suite 400  
2001 Pennsylvania Avenue, N.W.  
Washington, D.C. 20006

To Glendale: George F. Gardner  
Raystay Co.  
469 East North Street  
P. O. Box 38  
Carlisle, Pennsylvania 17013

With copy to: Bruce I. Booken, Esq.  
Buchanan Ingersoll, P.C.  
One Oxford Centre  
301 Grant Street  
Pittsburgh, Pennsylvania 15219

Gene A. Bechtel, Esq.  
Bechtel & Cole, Chartered  
Suite 250, 1901 L Street, N.W.  
Washington, D.C. 20036

To Maravillas: James C. Gates  
P. O. Box 9774  
5283 Avenida Maravillas  
Rancho Santa Fe, California 92067

With copy to: Kevin M. Bagley, Esq.  
Dysart, Dubick & Bagley, LLP  
Suite 1525, 701 "B" Street  
San Diego, California 92101

Gene A. Bechtel, Esq.  
Bechtel & Cole, Chartered  
Suite 250, 1901 L Street, N.W.  
Washington, D.C. 20036

To: George F. Gardner  
Raystay Co.  
469 East North Street  
P. O. Box 38  
Carlisle, Pennsylvania 17013

With copy to: Bruce I. Booken, Esq.  
Buchanan Ingersoll, P.C.  
One Oxford Centre  
301 Grant Street  
Pittsburgh, Pennsylvania 15219

Gene A. Bechtel, Esq.  
Bechtel & Cole, Chartered  
Suite 250, 1901 L Street, N.W.  
Washington, D.C. 20036

To: James C. Gates, Individually  
P. O. Box 9774  
5283 Avenida Maravillas  
Rancho Santa Fe, California 92067

With copy to: Kevin M. Bagley, Esq.  
Dysart, Dubick & Bagley, LLP  
Suite 1525, 701 "B" Street  
San Diego, California 92101

Gene A. Bechtel, Esq.  
Bechtel & Cole, Chartered  
Suite 250, 1901 L Street, N.W.  
Washington, D.C. 20036

To: James C. Gates Charitable  
Remainder Trust  
James C. Gates, Trustee  
P. O. Box 9774  
5283 Avenida Maravillas  
Rancho Santa Fe, California 92067

With copy to: Kevin M. Bagley, Esq.  
Dysart, Dubick & Bagley, LLP  
Suite 1525, 701 "B" Street  
San Diego, California 92101

Gene A. Bechtel, Esq.  
Bechtel & Cole, Chartered  
Suite 250, 1901 L Street, N.W.  
Washington, D.C. 20036

## EXHIBIT 2

DECLARATION

I, George F. Gardner, declare under the penalty of perjury that the following statements are true and correct to my best knowledge and belief:

1. I am President of Glendale Broadcasting Company ("Glendale").

2. The applications of Glendale for construction permits for new television broadcast stations in Miami, Florida (BPCT-911227KE) and Monroe, Georgia (BPCT-920228KE) were filed in good faith and were not filed for the purpose of reaching or carrying out an agreement with the incumbent renewal applicants or any other party regarding the dismissal of Glendale's applications.

3. The agreement dated March 16, 1998 between (among others) Glendale and the renewal applicants in the Miami and Monroe matters sets forth in full the terms and provisions of the proposed settlement between the parties with respect their respective conflicting applications.

  
George F. Gardner

April 2, 1998

## **EXHIBIT 3**

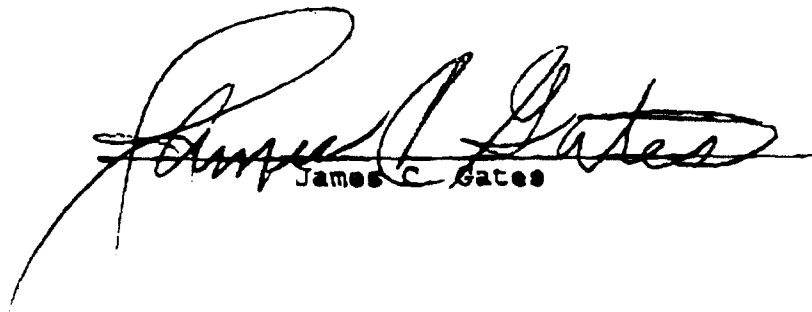
DECLARATION

I, James C. Gates, declare under the penalty of perjury that the following statements are true and correct to my best knowledge and belief:

1. I am President of Maravillas Broadcasting Company ("Maravillas").

2. The applications of Maravillas for construction permits for new television broadcast stations in Santa Ana, California (BPCT-931028KS), Poughkeepsie, New York (BPCT-940426KG) and Portland, Oregon (BPCT-931230KF) were filed in good faith and were not filed for the purpose of reaching or carrying out an agreement with the incumbent renewal applicants or any other party regarding the dismissal of Maravillas' applications.

3. The agreement dated March 16, 1998 between (among others) Maravillas and the renewal applicants in the Santa Ana, Poughkeepsie and Portland matters sets forth in full the terms and provisions of the proposed settlement between the parties with respect their respective conflicting applications.

  
James C. Gates

April 2, 1998

## **EXHIBIT 4**

## DECLARATION

I, Terrence M. Hickey, declare under penalty of perjury that the following statements are true and correct to the best of my knowledge and belief.

1. I am an Assistant Secretary of Trinity Christian Center of Santa Ana, Inc., d/b/a Trinity Broadcasting Network ("Trinity"), and Trinity Broadcasting of Florida, Inc. ("TBF").

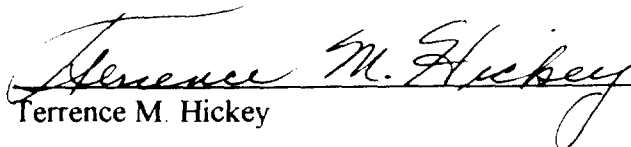
2. I hereby certify that neither I nor anyone else representing Trinity or TBF has delivered or promised any money or other thing of value to Glendale Broadcasting Company, Inc. ("Glendale") in connection with the foregoing Agreement, with the exception of the proposed reimbursement of a portion of Glendale's legitimate and prudent legal fees and expenses as set out in the foregoing Agreement.

3. There are no oral agreements or other written agreements between Trinity and Glendale or between TBF and Glendale.

4. Furthermore, neither Glendale, nor any person or organization related to Glendale, is or will be involved in carrying out, for a fee, any programming, ascertainment, employment, or other nonfinancial initiative referred to in the agreement.

I declare under penalty of perjury the laws of the United States of America that the foregoing statement is true and correct.

Executed this 3 day of April 1998.

  
Terrence M. Hickey

## DECLARATION

I, Terrence M. Hickey, declare under penalty of perjury that the following statements are true and correct to the best of my knowledge and belief.

5. I am an Assistant Secretary of Trinity Christian Center of Santa Ana, Inc., d/b/a Trinity Broadcasting Network ("Trinity"), and Trinity Broadcasting of New York, Inc. ("TBNY").

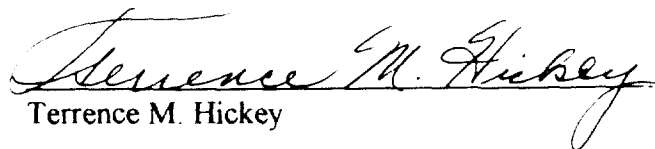
6. I hereby certify that neither I nor anyone else representing Trinity or TBNY has delivered or promised any money or other thing of value to Maravillas Broadcasting Company, Inc. ("Maravillas") in connection with the foregoing Agreement, with the exception of the proposed reimbursement of a portion of Maravillas' legitimate and prudent legal fees and expenses as set out in the foregoing Agreement.

7. There are no oral agreements or other written agreements between Trinity and Maravillas or between TBNY and Maravillas.

8. Furthermore, neither Maravillas nor any person or organization related to Maravillas, is or will be involved in carrying out, for a fee, any programming, ascertainment, employment, or other nonfinancial initiative referred to in the agreement.

I declare under penalty of perjury the laws of the United States of America that the foregoing statement is true and correct.

Executed this 3 day of April 1998.


  
Terrence M. Hickey

**EXHIBIT 5**

**Declaration of No Consideration**

I, Jane P. Duff, President of National Minority T.V., Inc. ("NMTV"), hereby certify that neither I nor any other principal of NMTV has paid or promised any money or other consideration, either directly or indirectly, to Glendale Broadcasting Company or Maravillas Broadcasting Company except for what is set forth in the Settlement Agreement dated March 16, 1998.

Executed under penalty of perjury this 6 day of April 1998.

  
Jane P. Duff

CERTIFICATE OF SERVICE

I, Howard A. Topel of the law firm of Fleischman and Walsh, L.L.P., hereby certify that on this 13<sup>th</sup> day of April, 1998, copies of the foregoing Joint Request for Approval of Settlement Agreement were hand delivered to the following:

Hon. William E. Kennard  
Chairman  
Federal Communications Commission  
1919 M Street, N.W. -- Room 814  
Washington, D.C. 20554

Hon. Susan Ness  
Commissioner  
Federal Communications Commission  
1919 M Street, N.W. -- Room 832  
Washington, D.C. 20554

Hon. Harold Furchtgott-Roth  
Commissioner  
Federal Communications Commission  
1919 M Street, N.W. -- Room 802  
Washington, D.C. 20554

Hon. Michael K. Powell  
Commissioner  
Federal Communications Commission  
1919 M Street, N.W. -- Room 844  
Washington, D.C. 20554

Hon. Gloria Tristani  
Commissioner  
Federal Communications Commission  
1919 M Street, N.W. -- Room 826  
Washington, D.C. 20554

Christopher J. Wright, Esq.  
General Counsel  
Federal Communications Commission  
1919 M Street, N.W. -- Room 614  
Washington, D.C. 20554

P. Michelle Ellison, Esq.  
Deputy General Counsel  
Federal Communications Commission  
1919 M Street, N.W. -- Room 614  
Washington, D.C. 20554

Daniel M. Armstrong, Esq.  
 Associate General Counsel -- Litigation  
 Federal Communications Commission  
 1919 M Street, N.W. -- Room 602  
 Washington, D.C. 20554

John I. Riffer, Esq.  
 Assistant General Counsel -- Administrative Law  
 Federal Communications Commission  
 1919 M Street, N.W. -- Room 610  
 Washington, D.C. 20554

Roy J. Stewart, Chief  
 Mass Media Bureau  
 Federal Communications Commission  
 1919 M Street, N.W. -- Room 314  
 Washington, D.C. 20554

Robert H. Ratcliff, Esq.  
 Mass Media Bureau  
 Federal Communications Commission  
 1919 M Street, N.W. -- Room 314  
 Washington, D.C. 20554

Norman Goldstein, Esq.  
 Chief, Complaints/Political Programming Branch  
 Federal Communications Commission  
 1919 M Street, N.W. -- Room 8210  
 Washington, D.C. 20554

James Shook, Esq.  
 Mass Media Bureau  
 Federal Communications Commission  
 1919 M Street, N.W. -- Room 7212  
 Washington, D.C. 20554

David E. Honig, Esq.  
 3636 16<sup>th</sup> Street, N.W., #B-366  
 Washington, D.C. 20010

  
 Howard A. Topel